

NEGOTIATED AGREEMENT

BETWEEN

THE TOWNSHIP OF HAZLET

AND

COMMUNICATIONS WORKERS OF AMERICA

LOCAL 1032, AFL-CIO

REPRESENTATIVES FOR THE TOWNSHIP OF HAZLET

WHITE-COLLAR EMPLOYEES

January 1, 2022 through December 31, 2025

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
	AGREEMENT	4
1	RECOGNITION	5
2	PURPOSE AND INTENT	5
3	PROBATIONARY PERIOD	5
4	FORCE REDUCTION	5
5	JOB VACANCIES/NEWLY CREATED JOBS/PROMOTIONS	5
6	NON-DISCRIMINATION	6
7	HOLIDAYS	6
8	VACATIONS	6
9	GRIEVANCE PROCEDURE	7
10	LEAVE OF ABSENCE	9
11	SICK LEAVE	9
12	BEREAVEMENT LEAVE	10
13	JURY DUTY/COURT APPEARANCE	11
14	SAFETY AND HEALTH	11
15	HOSPITALIZATION/MEDICAL/DENTAL/PRESCRIPTIONS/EYE CARE PLAN	11
16	MILITARY LEAVE	13
17	SENIORITY	13
18	MANAGEMENT PREROGATIVE	14
19	REST BREAKS	14
20	THIS ARTICLE HAS BEEN DELETED	14
21	WAGES	14
22	JOB-RELATED INJURY	16

TABLE OF CONTENTS (cont'd)

ARTICLE	DESCRIPTION	PAGE
23	UNION DUES	17
24	MISCELLANEOUS PROVISIONS	18
25	PERSONAL DAYS	18
26	HOURS OF WORK AND OVERTIME	19
27	WAIVER	20
28	This article has been deleted	20
29	DISABILITY PLAN	20
30	NO STRIKE/NO LOCKOUT	21
31	EFFECT OF LEGISLATION-SEPARABILITY	21
32	TUITION REIMBURSEMENT	21
33	UNION RIGHTS/WDEA	22
34	DURATION-SIGNATURE	24
	APPENDIX A	25

THIS AGREEMENT, made and entered into on this ____ day of _____, 2023, by and between HAZLET TOWNSHIP, a Municipal Corporation of the State of New Jersey (hereinafter referred to as the "Township"), and the WHITE-COLLAR EMPLOYEES OF HAZLET TOWNSHIP, CWA LOCAL 1032 (hereinafter referred to as the "Union"), and is designed to maintain and promote a harmonious relationship between the Township and its regular White-Collar employees who are covered by this Agreement. The term "employee" shall be interpreted to include both male and female employees. The term "Civil Service Commission" (hereinafter referred to as the "CSC") is the name of which was previously known as "Department of Personnel".

WITNESSETH

WHEREAS, the parties hereto have negotiated hours of work, wages and working conditions relative to the regular white-collar employees of the Township:

THEREFORE, in consideration of the mutual covenants exchanged by and between the Union and the Township, the parties agree as follows:

ARTICLE 1
RECOGNITION

The Township recognizes CWA Local 1032 as the exclusive representative in matters pertaining to wages, hours of work, and other conditions of employment for all regularly scheduled white-collar employees, employed by the Township. Excluded are all part-time employees, professional employees, supervisors, crab police, firefighters, confidential employees, (including, but not limited to the Clerk/Typist in the Township Clerk's office who works with the Personnel Officer) and managerial executives within the meaning of the New Jersey Employers-Employee Relations Act.

ARTICLE 2
PURPOSE AND INTENT

- 2.1 The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Township, the Union, and the regular white-collar employees represented by the Union.
- 2.2 The parties recognize that the interest of the community and the job security of the employees depend upon the Township's success in establishing a proper service to the community.
- 2.3 To these ends, the Township and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE 3
PROBATIONARY PERIOD

The probationary period shall conform to the rules and/or regulations of the Civil Service Commission (CSC).

ARTICLE 4
FORCE REDUCTION

Any force reduction will be in accordance with the rules and/or regulations of the Civil Service Commission (CSC).

ARTICLE 5
JOB VACANCIES/NEWLY CREATED JOBS/PROMOTIONS

Job vacancies, newly created job or promotions shall conform to the rules and regulations of the Civil Service Commission (CSC).

Notice of all full-time and part-time job vacancies shall be posted in each Township building for not less than five (5) working days prior to advertising and/or interviewing for such vacancies. Said notice shall also include the salary range.

ARTICLE 6
NON-DISCRIMINATION

6.1 The Township and Union agree there shall not be any discrimination as to race, creed, religion, color, national origin, nationality, ancestry, marital status, domestic partnership status, age, sex, familial status, atypical heredity cellular or blood trait, genetic information, liability for military service, and mental or physical or perceived disability, including perceived disability and AIDS and HIV status, sexual or affectional orientation, political affiliation, Union membership or legally protected union activities. Matters involving discrimination shall be processed in accordance with the Township's EEO dispute resolution procedures.

ARTICLE 7
HOLIDAYS

7.1 For the term of this Agreement, the Township shall provide the White-Collar employees the following holidays, with full pay, at the employee's regular straight time rate of pay, although no work is performed on such days:

New Year's Day	Columbus Day
Martin Luther King Day	General Election Day
President's Day (Washington's Birthday)	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Juneteenth (third Friday in June)	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	

7.2 In order to be entitled to holiday pay, an employee must work their regular scheduled hours or must be in a pay status on both the last business day before the holiday and the first business day following the holiday.

7.3 If a holiday falls on Saturday, it shall be celebrated on the preceding Friday. If a holiday falls on a Sunday, it shall be celebrated on the Monday following.

7.4 If one or more holidays fall within the vacation period of an employee, the employee will not be charged a vacation day for the holiday.

ARTICLE 8
VACATIONS

8.1 Vacation Eligibility – Employees covered under this agreement shall be entitled to paid vacation as follows

Service Requirements: Vacation leave is credited in advance at the beginning of the calendar year in anticipation of continued employment. An increase in vacation leave shall be granted at the beginning of the calendar year in which the years of service requirement will be met.

Seniority Required

Up to December 31 of year of hire month.)	8 Hours per month (Employment must commence prior to the 15 th of the month.)
Upon completion of 1 year of employment	96 Hours per year
Upon completion of 5 years of employment	120 Hours per Year
Upon completion of 10 years of employment	144 Hours Per Year
Upon completion of 15 years of employment	160 Hours Per Year
Upon completion of 20 years of employment year.	8 hours for each year of employment up to a maximum of 200 hours per year.

8.2: In charging an Employee with vacation, the smallest unit to be considered shall be two-hours.

8.3: Employees shall submit their request for vacation to their department head with no less than 48 hours of notice for two days, a single day or half vacation day leave, in which, day shall be taken only upon approval of the Department Head after their determination is that there will be adequate coverage of the departmental functions and duties for the requested day.

8.4: Employees shall provide 2 week's notice for 3 or more consecutive vacation days and shall be subject to the approval of the Department Head. In the event that there is a conflict with multiple people wanting to take vacation on the same week, preference will be given to the individual who submitted their request first. It is up to the Department Head to ensure that adequate coverage exists in the department. _____

8.5: Changes in the scheduling of vacation will not be permitted without the prior approval of the employee's supervisor.

8.6: If, for any reason, an employee's vacation is cancelled or not taken as scheduled, the vacation may be rescheduled pending approval of his/her supervisor.

8.7: Employees will be permitted to carry over a maximum of 45 hours of vacation time.

ARTICLE 9
GRIEVANCE PROCEDURE

9.1 A grievance is a complaint by an employee, the Union or the Township concerning the application or interpretation of this Agreement.

The Union may file a grievance on behalf of an employee who has been issued a disciplinary suspension of five (5) workdays or less or fine shall be subject to the Grievance Procedure as outlined in this Article of the Agreement.

Suspensions of more than five (5) workdays shall be subject to Civil Service Commission Rules and Regulations.

9.2 Grievance Procedure - All grievances shall be handled in the following manner.

A. Step 1

An employee with a complaint shall notify their immediate supervisor within five (5) working days

after the occurrence of the events giving rise to the complaint. The complaints shall be discussed informally by the employee and their immediate supervisor. Every effort shall be made to satisfactorily settle the complaint in this manner. The immediate supervisor shall give their disposition, subject to the approval of the Administrator of the Township or their designated representative within five (5) working days.

B. Step 2

If the complaint is not satisfactorily settled by the verbal procedure, the Union may file a grievance to the Administrator of the Township or their designated representative within five (5) working days. The Administrator of the Township or their designated representative shall meet with the Union to discuss the grievance within 10 days. The Township shall respond to the written grievance within ten (10) working days following said meeting.

C. Step 3

If the grievance is not satisfactorily settled at Step 2, it may be appealed by the Union to the Township Committee, within ten (10) workings. The Township Committee shall schedule, hear, and determine the grievance within twenty (20) working days after receiving it.

D. Step 4

Upon receipt of an adverse decision, the Union shall have thirty (30) days to appeal such determination to Arbitration under procedures provided by the Public Employees Relations Commission (PERC). The cost of the Arbitrator and related fees to be borne one-half by the employer and one-half by the employee's Union.

E. Time Limitations

The parties shall follow the time limits established in the grievance procedure hereto. If the time limit procedure is not followed by the employee or representative of the Union, the grievance shall be considered abandoned. If the Township does not follow the time limit procedure, the grievance shall automatically advance to the next step. The time limits established in the grievance procedure may be extended by mutual agreement provided it is reduced to writing and the period of extension is specified.

ARTICLE 10
LEAVE OF ABSENCE

Every employee subject to this Agreement may be granted a leave of absence according to the applicable rules and regulations of the Civil Service Commission (CSC).

ARTICLE 11
SICK LEAVE

(a) Full-time employees shall be entitled to a minimum of annual paid sick leave as follows:

1. New employees shall only receive one working day for the initial month of employment if they begin work on the 1st through the 8th day of the calendar month, and one-half working day if they begin on the 9th through the 23rd day of the month. A working day shall be calculated as 7 hours.

2. After the initial month of employment and up to the end of the first calendar year, employees shall be credited with one working day for each month of service. Thereafter, at the beginning of each calendar year in anticipation of continued employment, employees shall be credited with 15 working days.

(b) Part-time and 10-month employees shall be entitled to a proportionate amount of paid sick leave.

(c) Paid sick days shall not accrue during a leave of absence without pay or suspension but shall continue to accrue during a voluntary furlough or furlough extension leave.

(d) Sick leave credits shall not accrue after an employee has resigned or retired although his or her name is being retained on the payroll until exhaustion of vacation or other compensatory leave.

(e) An employee who exhausts all paid sick days in any one year shall not be credited with additional paid sick leave until the beginning of the next calendar year.

(f) Unused sick leave shall accumulate from year to year without limit.

(g) If Sick leave is taken in conjunction with any Town Holiday or Vacation Day, administration may request a doctors note.

(h) In charging an Employee with sick leave, the smallest unit to be considered for scheduled time shall be one-hour.

- (i) When the Employee has been absent for a period of more than three (3) consecutive workdays, the department head or Municipal Administrator may request the Employee to furnish medical certification by a Physician verifying the Employee's condition or submit to an examination at the direction of the department head or Municipal Administrator a physician at the expense of the Township, or may be required to do both. Failure to provide the certification will result in the absence being disapproved. Abuse of sick leave may be cause for disciplinary action.
- (j) Upon Retirement with a state or local retirement system, each employee who has been employed by Hazlet Township (a) for not less than twenty-five (25) years, or (b) for not less than ten (10) years, is entitled to the payment of one-hundred (100%) percent of his/her accumulated sick leave at his/her current rate up to a maximum of fifteen thousand (\$15,000) dollars.

ARTICLE 12
BEREAVEMENT LEAVE

- 12.1 When a full-time employee loses time from work because of the death of their spouse, domestic partner, civil union partner, child, step-child, foster child, grandchild, father, mother, brother, or sister, the employee shall receive funeral leave for a maximum of five (5) days. When a full-time employee loses time from work because of the death of thier father-in-law, mother-in-law, grandmother, grandfather, or stepparent, or other relatives living in the household, the employee shall receive funeral leave up to a maximum of three (3) days. Out-of-state funerals for the above-listed relatives will entitle the employee to five (5) bereavement days. No leave shall be granted where the employee fails to furnish the Township with reasonable proof of death, when requested, and any request for such payment based on false statements shall subject the offending employee to immediate disciplinary action. All bereavement leave must be taken within fourteen (14) days of the associated demise, barring extraordinary circumstances.
- 12.2 When a full-time employee loses time from work because of the death of their aunt, uncle, brother-in-law or sister-in-law, niece or nephew, the employee shall receive funeral leave for not more than two (2) days, during the period commencing with the day of the relative's death and ending with the day of the funeral or memorial service. It is understood that such leave shall be granted only when the employee is scheduled for work and would have worked except for the death of such relative.

No payment shall be granted where the employee failed to furnish the Township with reasonable proof of death, when requested, and any request for such payment based on a false statement may subject the offending employee to disciplinary action.

ARTICLE 13
JURY DUTY/COURT APPEARANCE

13.1 Jury Duty

Employees performing jury duty shall receive their base wages (excluding any overtime, holiday pay, etc.) which they would have earned on the particular days involved, where such jury service falls on their regular scheduled work days, in addition to the amount received for the jury service. Employees called for jury duty must notify their supervisor or other superior at least one (1) week prior to the date they are to report for jury duty and must furnish a copy of the summons.

13.2 Court Appearance

If an employee is subpoenaed to appear in court during working hours as a party to a claim involving Township business, they shall receive time off with pay to attend the court. The employee is to notify and furnish a copy of the subpoena to their supervisor, upon receipt thereof.

An employee shall not be entitled to this benefit if they are the moving party against the Township in a suit or if the Union is a party against the Township, unless it is the Township that subpoenas the employee. However, the employee shall have the right to be paid for such time, which shall then be charged against the employee's accumulated time off.

ARTICLE 14
SAFETY AND HEALTH

The Township will comply with the health and safety provisions of both the Department of Health and the Department of Labor of the State of New Jersey. The Township shall at all times maintain safe and healthful working conditions.

ARTICLE 15
HOSPITALIZATION, MEDICAL, DENTAL, AND PRESCRIPTION INSURANCE

15.1 Hospitalization and Medical

The Township shall provide coverage for full-time employees, and their eligible dependents subject to a per week payroll contribution in accordance with P. L. 2011 chapter 78.

In the event both spouses work for Hazlet Township, only one will be provided coverage. In the event of the death of one spouse, the other employee shall be provided with health benefits coverage.

15.2 Dental

The Township will provide a dental insurance plan which provides coverage for all eligible employees and eligible dependents; said plan will provide for a minimum of seventy-five (75%) percent of the cost of the UCR (usual, customary, and reasonable) services provided or a maximum payment of \$1,000.00, whichever figure is greater. Should the dental program carrier make available preventative and diagnostic coverage payment for an additional premium, the employee will have the option to have said coverage and the Township will deduct the premium for said coverage from the employee's salary on a monthly basis and forward it to the dental insurance carrier.

15.3 Prescriptions

Shall be pursuant to the State Health Benefits Program selected by the employee.

15.4 Eye Care Plan

The employee shall be entitled to participate in the Eye Care Plan provided by the Township.

15.5 ~~The Township~~ of Hazlet shall be permitted to change employee healthcare benefits from a PPO plan to a POS plan, but all employee contributions are to remain as-is for the term of this agreement and with the representations from the Township that the POS plan is equal to or better, being subject to the grievance procedure if necessary.

15.6 An employee will be entitled to prescription, dental, and medical benefits upon retirement for the employee only at the coverage rate upon retirement per State Statute:

- A. Who have retired on a disability pension; or
- B. Who have retired after twenty-five (25) years or more of service credit in a State or locally administered retirement system and who have provided fifteen (15) years or more of services with the Township at the time of retirement; or
- C. Who have retired and reached the age of sixty-five (65) years and have twenty-five (25) years or more of service credit in a State or locally administered retirement system and a period of fifteen (15) years or more of service to the Township at the time of retirement; or
- D. Who have retired and reached the age of sixty-two (62) years or older with at least fifteen (15) years of services with the employer.

- E. Should the Township agree in the future to provide medical benefits to spouses upon the retirement of any other group of Township employees, the Township agrees to re-open this issue at the request of the Union for negotiation of medical benefits for the spouses of retirees.
- F. The Township agrees to notify the Union, in writing, of any change(s) to the current form of payment of the supplemental rate and/or plan to the retiree.

Eligible retired employees shall be afforded the same coverage as is provided to active employees. At age 65, Medicare becomes the primary carrier, and the Township will pay the supplemental rate.

Any increase in premium coverage after retirement shall be borne solely by the retiree. Retiree may provide coverage for spouse at the prevailing rate, at his/her own cost, by reimbursing the Township on a monthly basis. The spouse of an employee will be eligible for benefits upon the employee reaching 25 years of service and age 65.

ARTICLE 16
MILITARY LEAVE

Any permanent employee, who enters active service of the Armed Forces of the United States or in the United States National Guard or Reserve, shall receive a leave of absence for the period of such duty. Any employee returning from military service shall be employed in accordance with the applicable Federal law and/or the rules and/or regulations of the CIVIL SERVICE COMMISSION and shall be entitled to any other benefits set forth in this Agreement, provided they satisfy the eligibility requirements established under this Agreement.

ARTICLE 17
SENIORITY

- 17.1 Seniority is defined as the total length of service of an employee with the Township commencing with their most recent date of hire.
- 17.2 Subject to the Rules and/or Regulations of the Civil Service Commission, employees with the greatest seniority will be given preference in temporary promotions, layoffs, recalls, shift assignments and vacation schedules. The Township shall reimburse the employee for all costs associated with taking a civil service examination
- 17.3 All regular appointments to positions in the competitive, non-competitive and labor divisions of the classified service shall be subject to a working test period of three (3) months in accordance with the provisions of the applicable Rules and/or Regulations of the Civil Service Commission (CSC).

ARTICLE 18
MANAGEMENT PREROGATIVE

- 18.1 Except as specifically modified, delegated or granted in this Agreement, all rights and powers the Township had, whether or not exercised prior to the execution of this Agreement, shall be retained by the Township and remain exclusively in the discretion of the Township. Included in such rights, but not limited thereto, is the Township's right to manage and operate its facility; to contract or subcontract work and/or services, to direct the activities of the working force and to determine its size to add, change or terminate departments or working shifts, to hire, transfer, promote and lay off employees to discipline and discharge members of the working force for just cause or reason; to introduce new methods of operation and administration; to determine, establish or modify job standards; to automate any and all of its facilities or equipment; to introduce and change machinery, equipment and technical apparatus; to discontinue or start any operation, department or service which it deems desirable and to determine the method and equipment to be used for rendering all necessary services or otherwise operating its facility.
- 18.2 Nothing contained herein shall be construed to deny or restrict the Township in its exclusive right to administer itself, nor to deny or restrict the Township in any of its rights, responsibilities, and authority under any national or state laws or local ordinances.
- 18.3 The failure to exercise any of the foregoing rights shall not be deemed to be a waiver thereof.

ARTICLE 19
REST BREAKS

All employees shall receive one (1) fifteen (15) minute rest break during the morning of their normal workday and one (1) fifteen minute rest break during the afternoon without loss of pay. The break time shall be at the discretion of the employee and shall not interfere with operational needs.

ARTICLE 20
CLASSIFICATIONS

This article has been deleted

ARTICLE 21
WAGES

The wages for all employees in all job classifications covered by this Agreement shall be set forth in the Salary Ordinance of the Township of Hazlet, and as further described by name and annual salary as set forth in the appropriate resolutions to be duly adopted.

21.1 Salaries – See Appendix A which shall be adopted by ordinance

21.2 Administrative Officer Compensation

When a CWA member is required to attend a Zoning or Planning Board meeting in a secretarial capacity he/she shall be paid a flat rate of \$100.00 per Planning or Zoning Board meeting attended after normal work hours.

21.3 Salary pay will occur every two (2) weeks.

ARTICLE 22
JOB RELATED INJURY

- 22.1 An employee, who is injured while acting in the performance of their employment, shall receive full pay less the worker's compensation temporary disability payments to which they are entitled during the period of their absence from employment for up to thirty-nine (39) weeks for each injury.
- 22.2 To be granted, the Township physician designated by the Township's insurance carrier must determine that said work related injury is a valid injury and that this injury warrants the appropriate time off. Such payment shall begin on the date of their injury or on the first day he/she is unable to work because of said injury, whichever is later, without having such absence charged against his/her sick leave or vacation leave.
- 22.3 The Township Committee may rely on the decision of its worker's compensation carrier as to whether the employee's injuries are job related.
- 22.4 At any time that the worker's compensation carrier or the Worker's Compensation Division determines the injury is work related and commences the payment of temporary disability payments, the Township will likewise pay the full weekly pay for the period covered by said payment (up to the maximum of thirty-nine (39) weeks) less the amount of the worker's compensation temporary disability payments.
- 22.5 In any instances where the Township's physician denies the injury is a result of work, this provision will become operative only after a decision by the Division of Worker's Compensation that the employee's injury was sustained in the performance of their employment. Pending the outcome of this decision, the employee may use any sick or vacation leave accumulated by them and shall later be credited with any time so used by relinquishment of any payment later received for the same period.
- 22.6 In the event worker's compensation payments have commenced and are subsequently discontinued by the worker's compensation insurance company, the Township Committee, prior to discontinuing its payments, will serve written notice on the employee of its intended action in sufficient time to allow the employee to meet and discuss the reversal with the Township Committee before the proposed action is taken.
- 22.7 In the event that a claim is found not to be job related, it is understood that the employee has the option to use any or all of their accumulated sick leave and vacation leave before receiving any other disability payments available to them.

- 22.8 The Township has the right to receive reimbursement from the employee for any monies expended by it as a result of any fraudulent or misleading claim by taking away any or all sick or vacation leave accumulated by the employee up to the amount owed. Such intention of proposed action must be served on the employee in writing in sufficient time to allow a meeting with the Township Committee to discuss the action before it is taken.

ARTICLE 23
UNION DUES

23.1 Union Dues

The Township agrees to deduct twice monthly from the base pay of each employee, who furnishes a written authorization for such deduction, the amount of monthly Union dues. Dues shall be per month in such amount as may be certified by CWA to the Township at least thirty (30) days prior to the month in which the deduction of Union dues is made. Deduction of Union dues made pursuant hereto shall be submitted by the Township to CWA, c/o Treasurer, Communications Workers of America, Local 1032, 67 Scotch Road, Ewing, New Jersey 08628, by the tenth day of the month following the calendar month in which deducts are made, together with a list of employees from whose pay such deductions were made.

- 23.2 CWA agrees to indemnify and hold the Township harmless against all claims, suits, and orders of judgment brought or issued against the Township with regard to the dues check-off except for any claims that result from negligent or improper acts of the Township, or its agents, or servants. Dues deduction may only be stopped if the employee so requests. Any such request must be in writing and submitted to the Township prior to December 15 of any given year. Dues shall be halted beginning with the first pay period of each calendar year.

The Township will immediately supply the Union with a copy of any request to halt dues.

If, during the life of this Agreement, there shall be any change in the rate of membership dues, the Union shall furnish to the Township written notice prior to the effective date of such change, and shall furnish the Township a certified copy of the Resolution, indicating dues changes and the effective date of such changes. Current dues are 1.15% of base salary.

Notwithstanding any other language herein, the parties shall comply with the provisions set forth in Janus v. AFSCME, 138 S Ct 2448(2018) and the NJ Workplace Democracy Enhancement Act.

ARTICLE 24 **MISCELLANEOUS PROVISIONS**

- 24.1 Employees shall not be charged money for the loss or damage of; or to, the Township's property, tools, equipment, mobile or otherwise, or articles rented or leased by the Township unless reasonable determination is made that the loss or damage was the result of negligence on the part of the employee. The employee will be made aware of the damage alleged and be provided Weingarten rights prior to any investigation or meeting regarding same. Any violation of these rights may be grieved.

ARTICLE 25 **PERSONAL DAYS**

Each employee covered under this Agreement shall receive thirty-two (32) hours of personal time per year. In charging an employee with personal time, the smallest unit to be considered shall be one-quarter (1/4) of a working day or two (2) hours. Personal time may be used in conjunction with vacation days and holidays. Personal time is subject to approval by the Department Head, said approval shall not be unreasonably denied. Every effort will be made to comply with the wishes of the employee. Four (4) personal days per year. Personal time shall not be carried over from year to year and must be used during the year acquired.

ARTICLE 26
HOURS OF WORK AND OVERTIME

- 26.1 The normal workweek for employees covered under this Agreement, shall be from 8:00 a.m. until 4:00 p.m. consisting of a thirty-five (35) hour workweek, five (5) consecutive workdays per week, Monday through Friday, with one- (1) hour unpaid lunch period per day, in addition to all applicable paid breaks.
- 26.2 In the event a Holiday falls on a Friday between Memorial Day to Labor Day, the workweek hours shall be from 8:00 a.m. to 4:00 p.m., four (4) consecutive workdays per week, Monday through Thursday with a one (1) hour unpaid lunch period per day, in addition to all applicable paid breaks.
- 26.3 From Memorial Day until labor day, the work day for employees covered under this Agreement shall be Monday through Thursday 8:00 a.m. to 4:45 p.m. with one (1) hour unpaid lunch and Fridays shall be 8:00 a. m. to 12:00 p. m. with applicable break provided.
- 26.4 Any work performed beyond thirty-five (35) hours in any workweek shall be considered overtime and shall be compensated for at one and one-half (1-1/2) times the regular hourly rate of pay provided work is within the employee's job category.
- 26.5 Where a holiday falls within an employee's regular work week and the employee works his/her entire regular work week, he/she shall be compensated for same at his/her rate and one and one-half (1-1/2) his/her regular rate for working on the holiday.
- 26.6 Overtime shall be distributed as equally as practicable among the employees within the department qualified and capable of performing the work available. Overtime work offered to, but refused by an employee shall be counted as overtime worked for the purpose of determining the equitable distribution of overtime.
- 26.7 When an employee is required to work on a Saturday, Sunday or holiday, he/she shall be guaranteed a minimum of two (2) hours work for pay at the time and one-half (1-1/2) rate and such employee will be present and available to work for such minimum time.

ARTICLE 27
MODIFICATION

- 27.1 This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues, which were or could have been the subject of negotiations and shall not be modified in whole or in part by the parties except by an instrument in writing executed by both parties.

ARTICLE 28
UNION LEAVE

This article has been deleted

ARTICLE 29
DISABILITY PLAN

- 29.1 All employees in the bargaining unit will be covered by the New Jersey State Temporary Disability Plan or an equivalent private disability plan that shall mirror the New Jersey State Disability Plan.
- 29.2 This shall include (a) a claimant shall begin to collect disability payments after the first seven (7) consecutive days of each period of disability (the "waiting week"); (b) the waiting week becomes compensable when disability benefits have been paid for all or some part of each of the three weeks immediately following the waiting week; (c) the weekly benefit amount is calculated on the basis of the claimant's average weekly wages; (d) the claimant is paid two-thirds of their average weekly wage up to the maximum amount payable under the New Jersey State Temporary Disability Plan.
- 29.3 Should the maximum disability amount payable be changed under the New Jersey State Temporary Disability Plan, so too will the maximum amount payable be changed under the Township's private disability plan.

ARTICLE 30
NO STRIKE/NO LOCKOUT

The Union hereby agrees not to cause any strike, work stoppage, or slowdowns of any kind. The Township agrees that no lockout of employees shall be instituted or supported by the Township.

ARTICLE 31
EFFECT OF LEGISLATION-SEPARABILITY

It is understood and agreed that all agreements herein are subject to all applicable laws now hereafter in effect, and to lawful regulations, rulings and orders of regulatory commissions or agencies having jurisdiction. If any provision of this Agreement is in contravention of the laws or regulations of the United States or of the State of New Jersey, such provision shall be null and void, and shall be superseded by the appropriate provision of such law or regulation, so long as same is in force and effect; but all other provisions of this Agreement shall continue in full force and effect.

ARTICLE 32
Tuition Reimbursement

32.1 Tuition Reimbursement -

Only approved job-related courses that are satisfactorily completed by an employee will receive 100% reimbursement for tuition and books. Prior approval of the course must be obtained by the Administrator or their designee.

If an employee resigns their employment with the Township within twelve (12) months from completion of the course or certification, whichever is later, the employee shall reimburse the Township for the cost of tuition and books it incurred.

Article 33
UNION RIGHTS/WDEA

Access

A. Union officials shall have access to the premises to investigate and discuss grievances and/or other workplace-related issues, and other electronic communications or meeting tools for other purposes related to the role of the Union as exclusive representative.

B. Union officials shall also have access during lunch and non-work breaks to conduct worksite meetings.

C. The Union shall provide the Township, in writing, with the names of duly authorized representatives who may require such access, and wherever possible, such representatives shall provide notice to the designated Township management. ~~This~~ The rights set forth in Sections A through C shall be exercised by the union reasonably and with minimum interference with to the operations of the Township, except as otherwise required by law and the Union will provide the Township with as much notice as possible to avoid disruption of the workflow.

D. The Union has the sole right and discretion to designate shop stewards and specify their responsibility and authority to act for the Union.

Union Leave

A. Paid leave for Union activity. Each year the Township shall provide 5 paid leave days for employees designated by the Union to attend meetings, conventions and workshops.

The following provisions shall apply:

1. Requests for such leave shall be submitted by or with the authorization of an appropriate Union representative with as much advance notice to management as possible to avoid disruption of the workflow.

2. Approvals of such requests shall not be unreasonably denied. The Township will adhere to the New Jersey Civil Service Commission's rules and regulations regarding Union Leave and will require proof of by the employee of any attendance at Union-related events

B. Paid Leave for Statewide Steward Training. In addition to the leave provided for in subsections A. to C. above, shop stewards shall be permitted to attend a statewide steward training sponsored by the Union.

C. ~~Paid Leave for Stewards for~~ Union Business. Stewards shall be permitted to investigate, prepare and attend grievances, disciplines, arbitrations and negotiations without loss of pay during regular business hours and it shall be considered as time worked.

Workplace Democracy Enhancement Act

The parties shall adhere to all regulations of the Workplace Democracy Enhancement Act.

Union Bulletin Boards

The Township will make space available on existing bulletin boards for the exclusive use of the Union in central locations and in work areas where there are large numbers of employees covered by this Agreement.

Appropriate material on such bulletin boards shall be posted and removed only by representatives of the Union. The material shall not contain anything profane, obscene or defamatory with respect to the Township or its representatives and employees nor anything constituting partisan political activity. No material pertaining to another Union shall be posted on bulletin boards for this Union. Materials which violate provisions of this Article shall not be posted by the Union.

Material to be posted will consist of the following:

1. Union elections and results thereof;
2. Union appointments;
3. Union meetings and activities;
4. Social and recreational events of the Union;
5. Reports of official Union business and achievements.

The posting of appropriate material as herein described shall be limited to the space on the bulletin boards designated for the exclusive use of the Union.

Personnel Data

Upon hiring a new employee in the unit, the Township will provide the employee's name, date of hire, department/work unit/work location, work e-mail address, job title, salary, dues deduction status and home address, home and personal email address on file, and home and cellular phone numbers on file with the Township. This information may be sent electronically.

Separation Report

The Union will be notified regarding employees who have left the bargaining unit due to resignation or retirement. This information may be sent electronically.

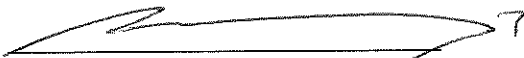
Report Disclosure and Requests

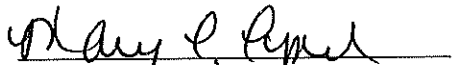
The Union will only disclose such information to its officials and representatives whose duties require access to such information. The Union may request membership information involving special problems and the Township will use reasonable efforts to accommodate the request.

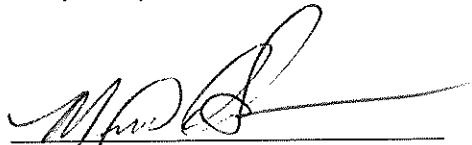
ARTICLE 34
DURATION

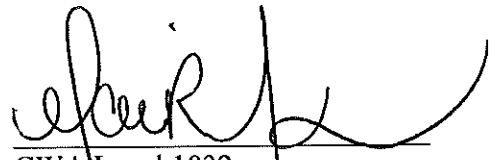
This Agreement shall become effective on the 1st day of January **2022** and shall continue in full force and effect and expire on the 31st day of December **2025**. If either party desires to amend and/or terminate this Agreement, it shall at least sixty (60) days prior to the above termination date; give the other party written notice. If no notice is given, this Agreement shall continue in effect from year to year thereafter.

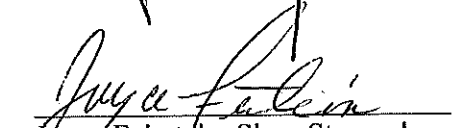
IN WITNESS WHEREOF, the parties have hereunto, by their duly authorized representatives, executed this Agreement on the 7 of January **2023**.
Feb



Municipal Administrator
Robert A. Bengivenga Jr.



Municipal Clerk- Witness
Mary L. Lynch


Mayor
Michael C. Sachs


CWA Local 1032
Maria Mancuso, Staff Representative


Joyce Feirstein, Shop Steward
CWA Local 1032


Laura McPeck, Shop Steward
CWA Local 1032


Linda Morrison, Shop Steward
CWA Local 1032

APPENDIX A

Title	July 1 2022	July 1 2023	July 1 2024	Jan. 1 2025	July 1 2025
Keyboard Clerk 1/ACCOUNT CLERK/CASHIER	\$39,500.00	\$40,388.75	\$41,398.47	\$42,019.45	\$42,649.74
Keyboard Clerk 1/PRINCIPAL CASHIER/SR Clerk Typist	\$59,655.86	\$60,998.12	\$62,523.07	\$63,460.92	\$64,412.83
Keyboard Clerk 1/Keyboard Clerk 2 DPW	\$39,500.00	\$40,388.75	\$41,398.47	\$42,019.45	\$42,649.74
Keyboard Clerk 1/TECHNICAL ASSISTANT LAND USE	\$42,000.00	\$42,945.00	\$44,018.63	\$44,678.90	\$45,349.09
Keyboard Clerk 1/RECORDS SUPPORT TECHNICIAN 1	\$39,500.00	\$40,388.75	\$41,398.47	\$42,019.45	\$42,649.74
Keyboard Clerk 1/TECH. ASSIST. TO THE CONST. OFFICIAL	\$59,655.86	\$60,998.12	\$62,523.07	\$63,460.92	\$64,412.83
Clerk Steno	\$52,101.00	\$53,273.27	\$54,605.10	\$55,424.18	\$56,255.54
Deputy Court Admin	\$52,101.00	\$53,273.27	\$54,605.10	\$55,424.18	\$56,255.54
		2.25%	2.50%	1.50%	1.50%

All increases for 2022 will be retroactive to July 1 2022

RESOLUTION

AUTHORIZING THE MAYOR AND MUNICIPAL ADMINISTRATOR TO EXECUTE AN AMENDMENT TO A LABOR AGREEMENT BETWEEN THE TOWNSHIP OF HAZLET AND COMMUNICATIONS WORKERS OF AMERICA LOCAL 1032, AFL-CIO.

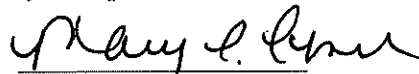
WHEREAS A need exists to clarify language in the labor agreement between the Township of Hazlet and the COMMUNICATIONS WORKERS OF AMERICA LOCAL 1032, AFL-CIO and;

WHEREAS the Municipal Administrator and the Union Representatives have agreed to those amendments attached hereto;

NOW BE IT RESOLVED that the Township Committee of the Township of Hazlet approves the amendments to the labor agreement between the Township of Hazlet and Communication Workers of America Local 1032, AFL-CIO for the period of January 1, 2022 through December 31, 2025 which is attached hereto.

CERTIFICATION

I, Mary L. Lynch, Municipal Clerk of the Township of Hazlet, do hereby certify that the foregoing is a true copy of a Resolution duly passed and adopted by the Township Committee of the Township of Hazlet at its meeting held on 25th day of April 2023.



Mary L. Lynch
Municipal Clerk

R-117

Call outs:

It is understood that the DCA will be a back up only as all calls must first be addressed to the Court Administrator. In the event that the Ct Administrator is on vacation or otherwise unavailable, the DCA will be authorized to take the calls and be compensated as follows:

Mon-Thurs: (after business hours) All calls will be compensated at \$50 per call. In the event that more than 1 call is received within a 1-hour time period, additional calls will not be compensated. If additional calls fall outside of the initial 1-hour time period, they will be compensated at \$50 and the 1-hour time period will reset.

Friday, Sat, Sun and Holidays: will be compensated at time and a half for a 2-hour time period, per the current contract.

Overtime:

It is understood that the Court Administrator may seek a 'blanket' approval for all over time incurred on court days and that it is not the responsibility of the DCA to seek same daily. Management will advise the Ct Admin. to seek said approval.

In an effort to minimize overtime, CA and DCA may consider a modification to the hours of work on court days, so long as a 35-hour work week, and 1-hour unpaid lunch, is retained. For example, changing from 8am-4pm to 9am-5pm. In the event that those changes are proposed, the BA and union will be consulted.

Lunch:

It is understood that a 1-hour unpaid lunch will be taken by all employees. In the event that an employee needs to leave early, the Ct Administrator will reasonably allow the lunch period to be flexible. It is also understood that the scheduling of the lunch hour will not be used to shorten the normal work day on a regular basis but can be done in the event of a shortened work day.

